

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN

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ALVIN BALDUS, et al.,

Plaintiffs,

v.

Civil Action No. 11-CV-562

MEMBERS OF THE WISCONSIN  
GOVERNMENT ACCOUNTABILITY BOARD, et al.,

Defendants.

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**DECLARATION OF ERIC M. McLEOD**

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I, Eric M. McLeod, hereby state and declare as follows, under penalty of perjury pursuant to 28 U.S.C. §1746.

1. I am an attorney and a partner with the Law Firm of Michael Best & Friedrich, the attorneys for the Wisconsin State Senate, by its Majority Leader Scott L. Fitzgerald and the Wisconsin State Assembly by its Speaker Jeff Fitzgerald. I make this affidavit based on my personal knowledge and in support of Civil L.R. 7(h) Expedited Non-Dispositive Motion of Non-Parties Wisconsin State Senate and Wisconsin State Assembly for Clarification of The Court's Order of 12/8/11.

2. Attached hereto as Exhibit 1 is a true and correct copy of a letter from Eric M. McLeod, Michael Best & Friedrich, to Don M. Millis dated February 15, 2011.

3. Attached hereto as Exhibit 2 is a true and correct copy of a letter from Don M. Millis, Reinhart Boerner Van Deuren S.C., to Eric M. McLeod dated February 17, 2011.

4. Attached hereto as Exhibit 3 is a true and correct copy of a letter from Don M. Millis, Reinhart Boerner Van Deuren S.C., to Eric M. McLeod dated February 18, 2011

5. I declare under penalty of perjury that the foregoing is true and correct.

Dated this 13th day of December, 2011.

/s/ Eric M. McLeod  
Eric M. McLeod

# MICHAEL BEST

& FRIEDRICH LLP

Michael Best & Friedrich LLP

Attorneys at Law

One South Pinckney Street

Suite 700

Madison, WI 53703

P.O. Box 1806

Madison, WI 53701-1806

Phone 608.257.3501

Fax 608.283.2275

Eric M. McLeod

Direct 608.283.2257

Email emmcleod@michaelbest.com

February 15, 2011

Don M. Millis  
Joseph W. Handrick  
Reinhart Boerner Van Deuren S.C.  
22 E. Mifflin St., Suite 600  
Madison, WI 53701-2018

Re: Wisconsin State Senate, by its Majority Leader Scott L. Fitzgerald and the Wisconsin State Assembly, by its Speaker Jeff Fitzgerald – 2011-12 Redistricting

Gentlemen:

This letter confirms our engagement of Joseph W. Handrick as a consultant in connection with our representation of the Wisconsin State Senate, by its Majority Leader Scott L. Fitzgerald and the Wisconsin State Assembly, by its Speaker Jeff Fitzgerald (the "Client") in the above matter, which involves potential litigation.

Mr. Handrick will be providing consultation on Wisconsin demographic matters and will perform those services as directed by us and other counsel in connection with our provision of legal services to the Client.

While this retention is directed to you by this office, the sole responsibility for payment of amounts due to you rests with the Client. You will be paid \$5,000 per month, beginning as of the date this engagement letter is executed and continuing through May, 2012, or until this retention is terminated, whichever comes sooner.

As this retention is in anticipation of potential litigation, all matters must remain confidential until such time as the Client determines otherwise.

While it is both your intention and the intention of the Client to continue this retention through the entire period described above, both the Client and you shall have the right to terminate this retention at any time. If the retention is terminated no further amounts shall be due or paid to you.

michaelbest.com

EXHIBIT

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# MICHAEL BEST

& FRIEDRICH LLP

February 15, 2011  
Page 2

If this engagement letter reflects your understanding, please sign, date and return that signed letter to us.

We look forward to working with you.

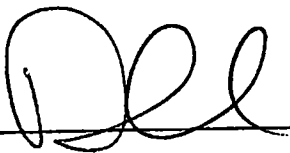
Very truly yours,

MICHAEL BEST & FRIEDRICH LLP

By:   
Eric M. McLeod

cc: James R. Troupis

ACKNOWLEDGED, AGREED AND CONSENTED TO:

By: 

Dated: 2/17/11

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michaelbest.com



Reinhart Boerner Van Deuren s.c.  
P.O. Box 2018  
Madison, WI 53701-2018

22 East Mifflin Street  
Suite 600  
Madison, WI 53703

Telephone: 608-229-2200  
Facsimile: 608-229-2100  
Toll Free: 800-728-6239  
reinhartlaw.com

February 17, 2011

Don M. Millis, Esq.  
Direct Dial: 608-229-2234  
dmillis@reinhartlaw.com

VIA HAND DELIVERY

Eric M. McCleod, Esq.  
Michael Best & Friedrich LLP  
One South Pinckney Street, Suite 700  
Madison, WI 53703

Dear Eric:

Please find enclosed the engagement letter dated February 15, 2011, (the "Engagement Letter") that I have signed on behalf of Reinhart Boerner Van Deuren s.c. ("Reinhart"). I am providing this letter to ensure our mutual understanding of the engagement and to provide required disclosures to the clients.

#### IDENTITY OF CLIENTS

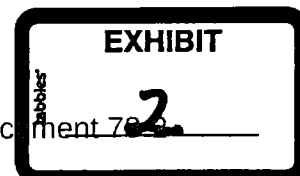
We understand that the clients are the Wisconsin State Senate by its Majority Leader Scott L. Fitzgerald and Wisconsin State Assembly by its Speaker Jeff Fitzgerald (the "Clients").

#### FEE SCHEDULE

As stated in the Engagement Letter, Reinhart's fees will be \$5,000 per month payable on the 15th day of each month commencing with February 15, 2011 and ending on May 15, 2011, or earlier in the event of an earlier termination. Please find enclosed an invoice for the initial \$5,000 payment. Please let me know if you require additional information.

#### INTERNAL PRIVILEGE

As you know, Reinhart is a large law firm. We represent many clients and handle a great number of complex matters each year. In part because of the number of clients that Reinhart represents and the complexity of the matters we become involved in, from



time to time issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Under normal circumstances when such issues arise, we would seek the advice of our General Counsel who is an expert in such matters. Historically, we have considered such consultations to be attorney-client privileged conversations between firm personnel and our counsel. In recent years, however, there have been judicial decisions in some jurisdictions indicating that under some circumstances such conversations could involve a conflict of interest between the client and Reinhart and that our consultation with Reinhart's counsel may not be privileged, unless we either withdraw from the representation of the client or obtain the client's consent to consult with Reinhart's counsel.

We believe that it is in our clients' interest, as well as Reinhart's interest, that in the event legal ethics or related issues arise during a representation, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation of the Clients, the Clients agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm counsel (either our internal counsel or, if we choose, outside counsel), we may do so and that our continued representation of the Clients shall not waive any attorney-client privilege that Reinhart may have to protect the confidentiality of our communications with our counsel.

#### SERVICE CORPORATION STATUS

We are required by the Wisconsin Supreme Court rules relating to the practice of law through a service corporation to clarify for all new clients the law relating to our professional malpractice liability. If malpractice occurs in our representation, our clients are protected by the firm's malpractice insurance policy as well as the assets of the firm. In addition, the firm attorney who represents the client may be personally liable to the client for any negligence in his or her representation as well as that of any attorney or staff member whom he or she supervises. However, because the firm is a limited liability entity, the Clients may not look to the personal assets of other attorneys in the firm who were not involved in representing the Clients.

#### CONCLUSION

The Engagement Letter and this letter set forth the principles governing our relationship with the Clients, absent a subsequent signed agreement to the contrary. If, at

Eric M. McCleod, Esq  
February 17, 2011  
Page 3

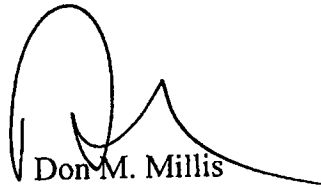
any time, you have questions or comments regarding this relationship, the contents of this letter or any invoice for, please contact me. We encourage you to discuss any aspect of this engagement with us.

You will be deemed to have accepted this arrangement on the terms and conditions of this letter and its enclosure upon your failure to object to these terms in writing within ten days of the date of this letter.

Very truly yours,

REINHART BOERNER VAN DEUREN s.c.

BY



Don M. Millis

Encs.

cc: James R. Troupis (w/encs.)  
Joe Handrick (w/ encs.)

REINHART6082660



Reinhart Boerner Van Deuren s.c.  
P.O. Box 2018  
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Facsimile: 608-229-2100  
Toll Free: 800-728-6239  
reinhartlaw.com

February 18, 2011

Don M. Millis, Esq.  
Direct Dial: 608-229-2234  
dmillis@reinhartlaw.com

VIA HAND DELIVERY

Eric M. McCleod, Esq.  
Michael Best & Friedrich LLP  
One South Pinckney Street, Suite 700  
Madison, WI 53703

Dear Eric:

I am writing to correct my letter of February 17, 2011, concerning the engagement letter dated February 15, 2011, (the "Engagement Letter") that I signed on behalf of Reinhart Boerner Van Deuren s.c. My letter of February 17, 2011, incorrectly stated that the payment of fees was to end on May 15, 2011. As the Engagement Letter indicates, it is anticipated that this engagement will continue through May of 2012. Therefore, the paragraph that follows should be substituted for the "FEE SCHEDULE" paragraph of my letter dated February 17, 2011.

#### FEE SCHEDULE

As stated in the Engagement Letter, Reinhart's fees will be \$5,000 per month payable on the 15th day of each month commencing with February 15, 2011 and ending on May 15, 2012, or earlier in the event of an earlier termination. Please find enclosed an invoice for the initial \$5,000 payment. Please let me know if you require additional information.

#### CONCLUSION

The Engagement Letter and my letter of February 17, 2011, as amended herein, collectively set forth the principles governing our relationship with the Clients, absent a subsequent signed agreement to the contrary. If, at any time, you have questions or comments regarding this relationship, the contents of this letter or any invoice for, please contact me. We encourage you to discuss any aspect of this engagement with us.

EXHIBIT

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Eric M. McCleod, Esq  
February 18, 2011  
Page 2

You will be deemed to have accepted this arrangement on the terms and conditions of this letter and its enclosure upon your failure to object to these terms in writing within ten days of the date of this letter.

Very truly yours,

REINHART BOERNER VAN DEUREN s.c.

BY



Don M. Millis

cc: James R. Troupis  
Joe Handrick

REINHART\6098699

**Brandt, Karen J (15243)**

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**From:** ecfmaster@wied.uscourts.gov  
**Sent:** Tuesday, December 13, 2011 4:37 PM  
**To:** ecfmaster@wied.uscourts.gov  
**Subject:** Activity in Case 2:11-cv-00562-JPS-DPW-RMD Baldus et al v. Brennan et al Declaration

This is an automatic e-mail message generated by the CM/ECF system. Please **DO NOT RESPOND** to this e-mail because the mail box is unattended.

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**United States District Court**

**Eastern District of Wisconsin**

**Notice of Electronic Filing**

The following transaction was entered by Kastens, Aaron on 12/13/2011 at 4:37 PM CST and filed on 12/13/2011

**Case Name:** Baldus et al v. Brennan et al  
**Case Number:** 2:11-cv-00562-JPS-DPW-RMD  
**Filer:**  
**Document Number:** 78

**Docket Text:**

**DECLARATION of Eric M. McLeod in Support of Civil L.R. 7(h) Expedited Non-Dispositive Motion of Non-Parties Wisconsin State Senate and Wisconsin State Assembly For Clarification of the Court's Order of 12/8/11. (Attachments: # (1) Exhibit 1, # (2) Exhibit 2, # (3) Exhibit 3)(Kastens, Aaron)**

**2:11-cv-00562-JPS-DPW-RMD Notice has been electronically mailed to:**

Aaron H Kastens [ahkastens@michaelbest.com](mailto:ahkastens@michaelbest.com), [mlcrimmins@michaelbest.com](mailto:mlcrimmins@michaelbest.com)

Brady C Williamson [bwilliam@gklaw.com](mailto:bwilliam@gklaw.com), [agrote@gklaw.com](mailto:agrote@gklaw.com), [jschwartz@gklaw.com](mailto:jschwartz@gklaw.com)

Colleen E Fielkow [cfielkow@reinhardtlaw.com](mailto:cfielkow@reinhardtlaw.com), [kkempski@reinhardtlaw.com](mailto:kkempski@reinhardtlaw.com)

Daniel Kelly [DKelly@reinhardtlaw.com](mailto:DKelly@reinhardtlaw.com), [aschneik@reinhardtlaw.com](mailto:aschneik@reinhardtlaw.com)

Daniel S Lenz [dlenz@lawtoncates.com](mailto:dlenz@lawtoncates.com)

Douglas M Poland [dpoland@gklaw.com](mailto:dpoland@gklaw.com)

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